

material alteration of such coverage. The minimum insurance coverage to be maintained by Seller shall be as follows:

- (a) Liability insurance covering personal injury and property damage sustained by other third parties, from accidents arising out of the "Seller's" premises, products, completed operations, contractual liability, or the use of owned or non-owned automobiles. Such coverage to be written on an occurrence form, affording minimum single limit protection of no less than Two Million Dollars (\$2,000,000) per occurrence and with deductibles no greater than One Hundred Thousand Dollars (\$100,00) per occurrence. Buyer shall be named as an additional insured. An umbrella or excess liability policy may be utilized to attain the required limits of insurance. The insurance required above shall reflect that such coverages are primary with respect to other insurance carried by Buyer.
- (b) Worker's compensation and employer's liability insurance in accordance with the statutory requirements of the state where Seller conducts its operation.

Section 17.09

Indemnification. Seller covenants that it will indemnify, hold and save Buyer harmless from and against any and all loss, cost, liability, damage or expense, including, without limitation, reasonable attorneys' fees and disbursements, caused by or arising from or in connection with Seller's construction or operation of the Designated Production Facilities, or any act, breach or omission of Seller in connection herewith, including, without limitation, any injury or death of persons or damage to property caused by or arising therefrom. Buyer covenants that it will indemnify, hold and save Seller harmless from and against any and all loss, cost, liability, damage or expense, including, without limitation, reasonable attorney's fees and disbursements, caused by or arising from, or in connection with, any act, breach or omission of Buyer in connection herewith including any injury or death of persons or damage to property caused by or arising therefrom.

Section 17.10

Records-Financial Condition. Seller will maintain books and records to document and verify the performance of its obligations hereunder, and such books and records shall be in a format reasonably specified by Buyer. Such books and records shall include, but not be limited to, "Pig Champ" production records and such records as reasonably requested by Buyer. In addition Seller will maintain annual cash flow statements, annual balance sheets and its annual income tax return. Seller will allow Buyer, during Seller's regular business hours, to review and copy such books and records. Further, Seller will provide Buyer with an annual cash flow statement and an annual balance sheet, on or before January 31st of each year, and with a copy of its annual tax return, within 30 days after the filing of such return. In addition, Seller shall provide to Buyer, within 30 days of Buyer's request, a cash flow statement and balance sheet. Such financial statements shall be current through the date of Buyer's request. Seller warrants that all such books and records shall be accurate, true and correct. Seller shall maintain, at all times, its financial condition so that it meets or exceeds Seller's financial condition as set forth in Seller's application for this Contract.